

STATE OF MICHIGAN
IN THE 22ND JUDICIAL CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

THE PEOPLE OF THE STATE OF
MICHIGAN,

Plaintiff,

Case No. 25-001113-CP

HON. JULIA B. OWDZIEJ

v

HUMMINGBIRD CONSTRUCTION CO.
LLC, a Michigan limited liability company,
and MATTHEW ASHLINE, an individual,

Defendants.

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Nicholas T. Sturos (P88005)
Assistant Attorneys General
Michigan Department of Attorney General
Corporate Oversight Division
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Lansing, MI 48909
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Dykema Gossett PLLC
Attorney for Defendants
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CONSENT JUDGMENT

At a session of said Court, held in the City of Ann Arbor,
County of Washtenaw, State of Michigan,
on the ____ day of _____, _____.

PRESENT: HON. JULIA B. OWDZIEJ
Circuit Court Judge

The People of the State of Michigan, through Attorney General Dana Nessel
(Attorney General), commenced this lawsuit by filing it on July 9, 2025. In the
lawsuit, the People allege that Defendants Matthew Ashline and Hummingbird

Construction Co, LLC (Hummingbird) violated the Michigan Consumer Protection Act and the equitable doctrine of money had and received. The Attorney General alleged Defendants took deposits on construction projects that were not performed. The Attorney General sought injunctive relief, civil fines, damages to affected consumers, and Hummingbird's dissolution. The Defendants were defaulted on August 15, 2025.

Subsequent to the entry of the defaults, Defendants began paying back some of the affected consumers. They now seek to have the defaults against them set aside in favor of an order under which they would complete the payment of refunds to consumers and otherwise satisfy the Attorney General's concerns. The Attorney General has made repayment of a substantial majority of the known obligations to consumers a prerequisite to this consent judgment, and Defendants assert they have met that prerequisite. Specifically, Defendants represent they have made refunds to the following consumers in the following amounts:

- A. Frederick [REDACTED] \$5,000
- B. Bernard [REDACTED] \$7,000
- C. Mary [REDACTED] \$6,500
- D. Ray [REDACTED] \$80,100
- E. Thomas [REDACTED] \$40,000
- F. Randy [REDACTED] \$7,500
- G. Teri [REDACTED] \$10,000

Defendants' assurance that the above refunds have already been made is a material prerequisite the Attorney General relies upon in agreeing to the below judgment. With the exception of the amount paid to Ray [REDACTED], these refunded amounts comprise the entire deposit each such consumer paid Defendants for work that was not performed. In addition, Defendants have supplied roofing materials to Dennis [REDACTED] and Matthew [REDACTED] following their payment of deposits. Defendants agree these two individuals do not owe them any further payment, and the Attorney General does not seek further compensation for Mr. [REDACTED] or Mr. [REDACTED]. The Attorney General also received a complaint from a consumer named Ken [REDACTED] related to problems arising from a project that was performed. As a predicate to this consent judgment, Defendants agree they shall not pursue Mr. [REDACTED] for any additional payment.

Meanwhile, consumer Gordon [REDACTED] has advised the Attorney General's Office that he disputed the deposit of \$8,000 charge to his credit card for work not performed by Defendants. That charge has been removed from his credit card, but that dispute process is not final.

Defendants further represent that there are no other Michigan consumers from whom they accepted deposits for work that has not yet been performed. This, too, is a material representation the Attorney General relies upon in consenting to entry of this judgment.

THEREFORE, upon the consent of the Attorney General and Defendants as reflected through the signatures below, IT IS ORDERED AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of this lawsuit and all parties.
2. The defaults that have been entered against Defendants are set aside and vacated.
3. Defendants are held to have violated MCL 445.903(1)(u).
4. Hummingbird is permanently enjoined from engaging in any trade or commerce in Michigan and shall not accept deposits on any goods or services to be provided to Michigan consumers, businesses, governmental agencies, or any other person or entity. Upon the final resolution of any litigation Hummingbird is currently engaged in besides this matter, Defendant Ashline shall make a filing with the Michigan Department of Licensing and Regulatory Affairs to dissolve Hummingbird.
5. Defendant Ashline is enjoined for ten years from the date of the entry of this order from soliciting construction projects (including those for roofing) within the State of Michigan. Further, Ashline is enjoined for ten years from the entry date of this order from forming, managing, or serving as an officer for any corporation, limited liability company or other entity created under Michigan law that would engage in construction activities (including roofing). Nothing in this consent judgment should be construed as prohibiting Defendant Ashline from working as a laborer for any licensed builder or for a company engaged

in construction activities not requiring a builder's license. Defendant Ashline may work for a licensed builder in any capacity other than as a salesperson, manager, or officer.

6. Defendants will not interfere with Gordon [REDACTED]'s credit card dispute, nor take any action that might cause that charge to be reinstated. If the charge is reinstated, Defendants shall cooperate with [REDACTED] to ensure its removal or otherwise compensate him within ninety days of such reinstatement.
7. Defendant Ashline shall make monthly payments to Ray [REDACTED] in the amount of \$10,000 for the next nine (9) months. These payments shall be due on the first day of each month. Should any payment to [REDACTED] be more than three days late, then a late fee of \$50 shall be added. This payment schedule includes a repayment of the original \$162,000 balance paid by [REDACTED], plus 5% interest on the total balance given the size of the payments and the hardship it would have created for this consumer.
8. Not later than December 15, 2026, Ashline shall pay \$10,000 to the State of Michigan as compensation to the taxpayers for the efforts undertaken by the Attorney General under the MCPA. For each timely payment Ashline makes to [REDACTED], the amount due to the Attorney General shall be reduced by \$500. The total due to the Attorney General shall be reduced by an additional \$500 if all nine

payments are timely accomplished (thus reducing the amount due to the Attorney General to \$5,000.) To qualify as timely, the requisite payment must be in full for the respective month and must have been sent to [REDACTED] in a way reasonably calculated to reach him within the three-day grace period. To the extent Ashline makes any payments in excess of the amount required to be paid in any given month, the overage paid shall be applied to the balance due for the next payment to be made to [REDACTED]. An untimely payment early in the [REDACTED] repayment schedule will not prevent Ashline from gaining the benefit of subsequent, timely payments so long as the late payment and associated \$50 fee has been paid at some point during the month it became due. The payment to the Attorney General shall be accomplished through a certified check or money order payable to the State of Michigan mailed to:

Darrin F. Fowler
Michigan Department of Attorney General
Corporate Oversight Division
525 W. Ottawa St., 5th Floor
P.O. Box 30736
Lansing, MI 48909

9. If any of the payments to Ray [REDACTED], or the payment to the State of Michigan, are more than fourteen days late, then Defendants shall be deemed to be in violation of this Judgment, in which instance the Attorney General may initiate contempt proceedings.

10. To the extent any additional consumers come forward suggesting they are owed money from Defendants for work not performed, the parties shall meet and confer regarding the legitimacy of the claim. If the parties agree the claim is legitimate, Defendants shall have six months from the date upon which the claim is presented to Defendants or their attorney to make a full repayment to the consumer plus 10% of the claimed amount. If the parties disagree on the legitimacy of the claim, the Attorney General may seek resolution upon it through a contempt motion to this Court.

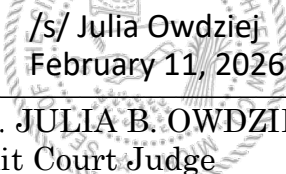
11. Nothing in this Consent Judgment and Order for Permanent Injunction shall be construed as a waiver, release, or other limitation of any claims asserted or that may be asserted by individual consumers, or any state, local, federal, or other governmental agency.

12. Notwithstanding the above, the Attorney General may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment and Order for Permanent Injunction or to take future action based on future conduct by Matthew Ashline.

This Order is a final order, resolves the last pending claim, and closes the case.

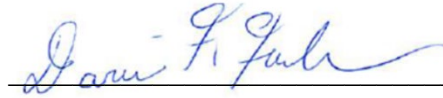
IT IS SO ORDERED.

Dated: _____


/s/ Julia Owdziej
February 11, 2026

HON. JULIA B. OWDZIEJ
Circuit Court Judge

WE CONSENT TO ENTRY OF THE ABOVE ORDER:

A handwritten signature in blue ink, appearing to read "Darin F. Fowler", written over a horizontal line.

DARIN F. FOWLER (P55404)
Nicholas T. Sturos (P88005)
Attorneys for Plaintiff

Dated: February 9, 2026

A handwritten signature in blue ink, appearing to read "Alison A. Furtaw", written over a horizontal line.

Alison A. Furtaw (P55893)
Attorney for Defendants

Dated: _____